

**STANDARD PARKING SPACE LICENSE AGREEMENT**

This Standard Parking Space License Agreement (the "Agreement") dated effective as of \_\_\_\_\_, 20\_\_ is made and entered into by and between Dublin Corporate Center Owners Association, a California nonprofit mutual benefit corporation ("Licensor") and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee") (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the City of Dublin, a municipal corporation of the State of California (the "City"), is the owner of that certain real property improved with a parking lot located at Tassajara Road & 680 Freeway and commonly known as Park and Ride Lot 8 (the "Parking Facility").

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions, and Restrictions (Park & Ride – Lot 8 of Koll Dublin Corporate Center) dated October 16, 2001 and recorded on November 20, 2001 in the Official Records of Alameda County, California as Document No. 2001451130 (as amended, the "Park & Ride Lot Declaration"), entered into by and between Dublin Corporate Center Owners Association, a nonprofit mutual benefit corporation incorporated under the laws of the State of California, formerly known as Koll Dublin Corporate Center Owners Association, Licensor has agreed to operate, maintain and repair the Parking Facility.

WHEREAS, the City has authorized Licensor to enter into license agreements with commuter bus operators and other companies for the use of parking spaces in the Parking Facility for the purpose of parking commuter buses and providing shuttle services offered by private employers for use by their employees, including pick-up and drop-off of such employees (the "Services").

WHEREAS, Licensee desires to use \_\_\_\_\_ (\_\_) parking spaces in the Parking Facility in the location depicted on Exhibit A attached hereto (the "Licensed Area") to be utilized for the Services and for no other purpose whatsoever, subject to the terms and conditions of this Agreement.

WHEREAS, the Parties recognize the rights and interests of the City, as property owner, regarding this Agreement and intend for the City to be a third party beneficiary entitled but not required to enforce the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. LICENSE. Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Licensed Area upon the terms and conditions set forth herein. It is hereby agreed and understood that this Agreement is merely a license to use the Licensed Area and that no right, title or interest in or to the Licensed Area is granted to or vested in or intended to be granted to or vested in the Licensee by virtue of this Agreement. Licensee acknowledges that its use of the Licensed Area shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Licensed Area by implied lease, prescription, adverse possession, or otherwise.

2. TERM.

(a) The term of this Agreement shall commence on \_\_\_\_\_ (the "Commencement Date") and shall terminate on \_\_\_\_\_ (the "Initial Term"). Following expiration of the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each for up to three (3) years (the Initial Term, as may be renewed pursuant to the terms of this Agreement, is referred to herein as the "Term"), unless either Party provides written notice to the other Party of its intent not to renew the Term at least sixty (60) days prior to the expiration of the then-current Term.

(b) Notwithstanding anything herein to the contrary, Licensor may terminate this Agreement at any time during the Term for convenience upon at least sixty (60) days prior written notice to Licensee. Upon the termination date set forth in Licensor's notice, all rights and obligations of the Party hereto shall cease and terminate, except for those rights and obligations which are expressly stated herein to survive the termination of this Agreement.

3. LICENSE FEE. The annual license fee for use of the Licensed Area is \_\_\_\_\_ (\$ \_\_\_\_\_), payable in monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_) (the "License Fee"). The License Fee shall increase five percent (5%) per year on the anniversary the Commencement Date. The License Fee shall be due to Licensor monthly in advance on the Commencement Date and thereafter on first day of each month during the Term (the License Fee for the first and last month of the Term being appropriately prorated). The License Fee shall be paid to Licensor at the address of Licensor as provided herein (or such other address as may be designated by Licensor from time to time).

4. USE OF LICENSED AREA.

(a) Licensee shall have the privilege to use, exclusive to that of other licensees, the designated number of parking spaces within the Licensed Area for the Services, and shall not use the Licensed Area for any other purposes whatsoever.

(b) Neither Licensor nor Licensor's agents or employees, and neither City nor City's agent's or employees, shall be liable for: (i) any loss or damage to any vehicle or personal property parked or located upon or within any portion Parking Facilities whether pursuant to this License or otherwise and whether caused by fire, theft, explosion, strikes, riots or any other cause whatsoever, or (ii) any injury to or death of any person in, about or around such parking spaces or elsewhere in the Parking Facility or any vehicles parking therein or in proximity thereto whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever, and Licensee hereby waives any claims and releases Licensor and Licensor's agents and employees from all liability arising out of loss or damage to property or injury to or death of persons, or both, relating to any of the foregoing.

(c) Licensor specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Parking Facility and Licensed Area at any time and Licensee acknowledges and agrees that Licensor may, without incurring any liability to Licensee and without any abatement of License Fee under this License, from time to time, close-off or restrict access to the Licensed Area or Parking Facility for purposes of permitting or facilitating any such construction, alteration or improvements.

5. PARKING RULES AND REGULATIONS. Licensee's continued right to use of the Licensed Area is conditioned upon Licensee abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the Parking Facility ("Parking Rules and Regulations") and upon Licensee's cooperation in seeing that Licensee's employee users and vendors also comply with such rules and regulations. The Park and Ride Rules and Regulations maintained by the Licensor, set forth in Exhibit B, as amended from time to time, are made an integral part of this License. Licensee, its employees, agents, guests, invitees, visitors and/or any other persons caused to be present in and around the Licensed Area by the Licensee shall perform and abide by the rules and regulations set forth in the Park and Ride Rules and Regulations and any amendments or additions to those rules and regulations as Licensor or the City may make. In Licensor's sole discretion, should it determine that Licensee has failed to observe and/or comply with any of the Park and Ride Rules and Regulations, Licensee shall be in breach of this License, and Licensor shall be entitled to exercise any of Licensor's remedies pursuant to this License or otherwise. In addition to the foregoing, should Licensee not correct violations of the Rules and Regulations by their user or vendors after the second warning, Licensor shall at its option terminate this Parking License Agreement with ten (10) day notice to Licensee.

6. INGRESS AND EGRESS. Licensee understands that Licensor, City and other licensees and parties permitted by Licensor, if any, shall be permitted to pass through the Parking Facility. Licensee is obligated to provide for a navigable path to be used by others through the Parking Facility.

7. END OF TERM OF LICENSE. Upon the expiration or earlier termination of the Term of the License, Licensee shall vacate the Licensed Area in good order and condition, ordinary wear and tear excepted, and Licensee shall remove all of its property therefrom. Licensee acknowledges that occupation and use of the Licensed Area must cease upon the expiration or earlier termination of this License. The provisions of this Section shall survive the expiration or earlier termination of the Term of this License. If Licensee fails to fulfill its obligations under this Section, Licensor shall have the right, in its sole discretion and without prejudice to any other remedy it may have under this Agreement or at law, or so much thereof as necessary, to satisfy Licensee's obligations under this Section at Licensee's sole cost and expense.

8. HAZARDOUS MATERIALS.

(a) Licensee also agrees that it shall not generate, use, treat, store, handle, release or dispose (or permit others to do the same) any Hazardous Materials (as hereinafter defined) about, into, on, in or under the Licensed Area, the Parking Facility or transport Hazardous Materials to or from the Licensed Area, the Parking Facility; excluding, however, such Hazardous Materials customarily used in connection with the Services so long as such Hazardous Materials are treated, handled, stored, used and disposed of in compliance with all applicable Environmental Laws (as hereinafter defined). Licensee's use of the Licensed Area and provision of the Services will be in compliance with all applicable Environmental Laws during the Term of this Agreement.

(b) If any Hazardous Materials leak, spill or are otherwise released about, into, on, in or under the Licensed Area, the Parking Facility or the Parking Facility by (or due to a failure to act by) Licensee or its employees, agents, contractors, subcontractors, customers or invitees, Licensee shall immediately commence clean-up of such Hazardous Materials, which clean-up shall comply with all applicable Environmental Laws. Licensee shall be solely responsible for all costs and expenses in connection with such clean-up. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES (AS HEREINAFTER DEFINED) FROM AND AGAINST ALL CLAIMS (AS HEREINAFTER DEFINED) (INCLUDING REMOVAL AND REMEDIAL OBLIGATIONS) ARISING IN FAVOR OF ANY PERSONS (INCLUDING ANY INDEMNIFIED PARTY) WHICH, IN WHOLE OR IN PART, ARISES OUT OF OR RESULTS FROM OR IS IN ANY WAY

RELATED TO (I) THE ACTUAL OR ALLEGED PRESENCE, LEAK, SPILL OR OTHER RELEASE OF HAZARDOUS MATERIALS ABOUT, INTO, ON, IN OR UNDER THE LICENSED AREA, THE PARKING FACILITY BY (OR DUE TO A FAILURE TO ACT BY) LICENSEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, CUSTOMERS OR INVITEES OR (II) ANY ENVIRONMENTAL CLAIM (AS HEREINAFTER DEFINED) RELATING IN ANY WAY TO LICENSEE'S OPERATIONS OR USE OF THE LICENSED AREA. THESE OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE VALID AND BINDING REGARDLESS OF ANY CLAIMS, ALLEGATIONS OR FINDINGS OF NEGLIGENCE AGAINST ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY IF THE CLAIM RESULTS SOLELY FROM THE NEGLIGENCE OF AN INDEMNIFIED PARTY. The provisions of this Section 8(b) shall survive the expiration or earlier termination of this Agreement.

(c) The term "Hazardous Materials" means: (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (iii) any other substance exposure which is regulated by any governmental authority. The term "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. The term "Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any environmental permit, including without limitation (a) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (b) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

9. AS-IS CONDITION. Licensee acknowledges that it has inspected the Licensed Area and accepts the Licensed Area as suitable for the purposes for which the same is licensed, in "AS IS" condition, without any representations or warranties (express or implied) of any kind whatsoever. Licensee's occupation or use of any portion of the Licensed Area shall be conclusive evidence that the Licensed Area was in good order and satisfactory condition when Licensee was granted access. Licensee agrees that use of the Parking Facility will be at the sole risk of Licensee, its employees, agents, customers, invitees, contractors and subcontractors. Neither Licensor nor Licensor's agents or employees shall be responsible for the security or safety of any persons entering or using the Parking Facility. Neither the City nor the City's agents or employees shall be responsible for the security or safety of any persons entering or using the Parking Facility.

10. MAINTENANCE OF THE LICENSED AREA. Licensor shall keep and maintain the Licensed Area in good order, condition and repair unless damage arises out of the Services, in which case cost of repair will be at Licensee's expense. If Licensee does not keep the Licensed Area free of garbage, trash, rubbish or other refuse, Licensor may cause the disposal of same at the sole cost and expense of Licensee and Licensee shall reimburse Licensor for such costs within thirty (30) days following receipt of an invoice therefor from Licensor plus interest from the date paid by Licensor through the date paid by Licensee, at the rate which is the lesser of (i) twelve percent (12%) per annum and (ii) the highest rate permitted by applicable local, state or federal laws, rules or regulations ("Laws").

11. STRIPING AND RESTORATION. On or prior to the Commencement Date, Licensor shall, at Licensee's expense, stripe the parking spaces in the Licensed Area as "Reserved" for Licensee consistent with the existing design standards for the Parking Facility. On or prior to the expiration or earlier termination of this Agreement, Licensor shall, at Licensee's expense, restore the Licensed Area to as good a condition as immediately prior to the Commencement Date, reasonable wear and tear excepted, which restoration shall include the removal of Licensee's reserved parking striping. Licensee shall reimburse Licensor for restoration of the Licensed Area and the repair of any damage to the Parking Facility caused by Licensee or its employees, agents, contractors, subcontractors, customers or invitees. Licensee shall reimburse Licensor for all costs described herein within thirty (30) days following receipt of an invoice therefor from Licensor plus interest from the date paid by Licensor through the date paid by Licensee, at the rate which is the lesser of (i) twelve percent (12%) per annum, or (ii) the highest rate permitted by applicable Laws.

12. IMPROVEMENTS. Except as otherwise stated herein, Licensee shall not make any alterations or improvements, nor install any fixtures or signs ("Improvements") in, upon, or to the Licensed Area or the Park and Ride Lot without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. If Licensee desires to install any Improvements within the Licensed Area, Licensee must submit a written request therefor to Licensor along with detailed plans with respect to such proposed Improvements. Any Improvements made by Licensee shall, at Licensor's option, become the property of Licensor upon the expiration or earlier termination of this Agreement. Licensee shall execute such documents as Licensor may require to confirm that title to the Improvements vests in Licensor. Licensee shall, however, at Licensor's request, remove such Improvements at Licensee's sole cost and expense on or prior to the expiration or earlier termination of this Agreement.

13. CITY AS THIRD PARTY BENEFICIARY. The City is an express third party beneficiary of this Agreement ("Third Party Beneficiary") and shall be entitled to enforce the provisions of this Agreement as if it were a party hereto.

14. LIENS. Licensee agrees to keep the Licensed Area free of all liens, claims or encumbrances arising out of the performance of the Services or Licensee's use of the Licensed Area, and shall furnish Licensor with appropriate lien waivers from all potential claimants upon request of Licensor. If any such liens, claims or encumbrances are filed, Licensor may without waiving its rights based on such breach by Licensee or releasing Licensee from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Licensor shall be due and payable by Licensee immediately and without notice or demand, with interest from the date paid by Licensor through the date paid by Licensee, at the rate which is the lesser of (i) twelve percent (12%) per annum and (ii) the highest rate permitted by applicable Law. Licensee shall indemnify, defend and hold Licensor harmless for all Claims (as hereinafter defined) incurred by Licensor as a result of the failure of Licensee to fulfill its obligations under this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. **COMPLIANCE.** Licensee acknowledges that Licensor operates and maintains the Parking Facility in a first class manner, and Licensee agrees that its use of the Licensed Area and provision of the Services shall be consistent the nature of a first-class parking facility. Licensee shall not do or permit to be done on or about the Park and Ride Lot, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any applicable Laws which now exist or may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the Park and Ride Lot or any part thereof or any of its contents, or cause a cancellation of any insurance policy covering the Park and Ride Lot or any part thereof or any of its contents. Licensee shall at all times abide by the Park and Ride Lot Rules and Regulations, as they may be modified from time to time, which current rules and regulations are attached hereto as Exhibit B. Licensee shall not do or permit anything to be done or kept upon the Licensed Area that does or could obstruct or interfere with the rights of Licensor or other Licensees or the patrons and customers of any of them, or injure them, or use or allow the Licensed Area to be used for any improper, unlawful or objectionable purpose, nor shall Licensee cause, maintain or permit any nuisance in, on or about the Licensed Area or commit or suffer to be committed any waste in or upon the Licensed Area.

16. **INSURANCE.**

(a) Licensee shall, at its sole cost and expense, procure and maintain in full force and effect throughout the Term of this Agreement insurance in the following forms and types and in amounts not less than the following:

<u>Type of Insurance</u>	<u>Minimum Coverage</u>
Commercial General Liability	\$1,000,000
Garage Keeper's Liability	\$1,000,000
Commercial Automobile Liability	\$1,000,000
Employers Liability	\$500,000
Workers' Compensation	In kind and amount as required by applicable Law

(b) The Commercial General Liability insurance required to be maintained by Licensee shall have a combined single limit of not less than that indicated above, per occurrence, applying to bodily injury and property damage, with a Broad Form Liability Endorsement on an occurrence basis and including coverage for the hazards of operation, independent contractors, products and completed operations (for two (2) years after the expiration or earlier termination of this Agreement) and contractual liability specifically covering the indemnification provisions in this Agreement. Such Commercial General Liability insurance shall include an endorsement providing that the insurance afforded under Licensee's policy is primary insurance as respects Licensor and the City, and that any other insurance maintained by Licensor is excess and non-contributing with the insurance required hereunder.

(c) Commercial Automobile Liability insurance required to be maintained by Licensee shall cover all owned, hired and non-owned automobiles with a combined single limit of not less than that indicated above, per occurrence, for bodily injury and property damage.

(d) All insurance policies required to be maintained by Licensee hereunder shall be written with solvent insurance companies authorized to do business in the state in which the Parking Facility

is located with an A.M. Best Rating of A- VIII or better. Licensee shall deliver to Licensor, prior to the Commencement Date, original certificates evidencing the existence and amounts of such insurance. Each policy shall contain an endorsement requiring the insurer to provide Licensor with thirty (30) days written notice prior to cancellation of the policy. Licensee shall not do or permit to be done anything which shall invalidate the insurance policies required under this Agreement. The limits of such insurance shall not limit Licensee's liability nor relieve Licensee of any obligation hereunder. All such insurance policies (except workers' compensation and employers liability) shall name Licensor, \_\_\_\_\_ ("Manager"), and the City as additional insureds. Such insurance policies required to be maintained by Licensee shall contain a waiver of subrogation in favor of Licensor, Licensor's indemnitees and designees, and the City.

(e) Licensee shall secure, pay for, and maintain, or cause its contractors and subcontractors to secure, pay for, and maintain insurance policies required by Licensor, together with such insurance as may from time to time be required by applicable Laws. Licensee shall not commence, nor may it permit its contractors and subcontractors to commence any work, until all required insurance has been obtained, and if Licensor requests, until certificates of insurance reflecting the required coverages have been delivered to Licensor.

(f) Licensee agrees to deliver a certificate of insurance (and any other documents and information reasonably requested by the Licensor or Manager) to Licensor or Manager, respectively, in order to provide to Licensor and Manager evidence of the insurance required of Licensee under this Agreement. In addition to other terms and conditions contained herein, Licensee shall not commence any use at the Parking Facility nor perform any of the Services until such time as Licensee has provided a certificate of insurance that is in compliance with the requirements of this Agreement.

(g) LICENSEE ON BEHALF OF ITSELF AND ITS INSURERS, WAIVES ITS RIGHTS OF RECOVERY AGAINST LICENSOR OR ANY PERSON WHO HOLDS A DIRECT OR INDIRECT OWNERSHIP INTEREST IN LICENSOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES, FOR DAMAGES SUSTAINED BY LICENSEE AS A RESULT OF ANY DAMAGE TO ITS PROPERTY OR DAMAGE TO PROPERTY OF OTHERS OR BODILY INJURY OR DEATH ARISING FROM ANY RISK OR PERIL INCLUDING THE NEGLIGENCE OF LICENSOR TO THE EXTENT COVERED OR COVERABLE BY ANY INSURANCE POLICY ACTUALLY CARRIED BY LICENSEE OR REQUIRED TO BE CARRIED BY LICENSEE PURSUANT TO THE TERMS OF THIS AGREEMENT, AND LICENSEE AGREES THAT NO PARTY SHALL HAVE ANY SUCH RIGHT OF RECOVERY BY WAY OF SUBROGATION OR ASSIGNMENT.

17. INDEMNIFICATION. LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES (AS HEREINAFTER DEFINED) FROM AND AGAINST ALL CAUSES OF ACTION, CLAIMS, INCLUDING, BUT NOT LIMITED TO CAUSES OF ACTION AND CLAIMS FOR NEGLIGENCE, STRICT LIABILITY AND GROSS NEGLIGENCE, DAMAGES, LIENS, DEMANDS, COSTS, EXPENSES, AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, (COLLECTIVELY, "CLAIMS" AND INDIVIDUALLY, A "CLAIM"), ARISING IN FAVOR OF ANY PERSONS (INCLUDING ANY INDEMNIFIED PARTY) WHICH, IN WHOLE OR IN PART, ARISES OUT OF OR RESULTS FROM OR IS IN ANY WAY RELATED TO (I) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS, LICENSEES, CONTRACTORS, SUBCONTRACTORS, CUSTOMERS OR INVITEES IN OR ABOUT THE LICENSED AREA, THE PARKING FACILITY OR THE PARKING FACILITY, (II) LICENSEE'S USE OF THE LICENSED AREA OR LICENSEE'S PERFORMANCE OF THE SERVICES, (III) ANY FAILURE BY LICENSEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS

OR SUBCONTRACTORS TO COMPLY WITH THE TERMS AND OBLIGATIONS OF THIS AGREEMENT, (IV) LICENSEE'S PERFORMANCE OF THE SERVICES, OR (V) ANY VIOLATION OF THE APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO THE ANTI-CORRUPTION LAWS, BY LICENSEE OR CONTRACTORS, EMPLOYEES, AGENTS, LICENSEES OR SUBCONTRACTORS. THESE OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE VALID AND BINDING REGARDLESS OF ANY CLAIMS, ALLEGATIONS OR FINDINGS OF NEGLIGENCE AGAINST ANY INDEMNIFIED PARTY, BUT SHALL NOT APPLY IF THE CLAIM RESULTS SOLELY FROM THE NEGLIGENCE OF AN INDEMNIFIED PARTY. LICENSEE SHALL KEEP THE PARKING FACILITY FREE OF ALL LIENS REPRESENTING CLAIMS WHICH PURPORT TO BE BASED ON ANY SERVICES OR MATERIALS ALLEGEDLY PROVIDED AT THE REQUEST OR ON THE AUTHORITY OF THE LICENSEE OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. THE TERM "INDEMNIFIED PARTIES" MEANS (A) THE CITY AND ITS OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS; AND (B) LICENSOR, ITS CONSTITUENT PARTNERS, SHAREHOLDERS AND/OR OTHER DIRECT OR INDIRECT EQUITY OWNERS OF LICENSOR, AND ALL OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES OF ANY OF THE FOREGOING. ANY ONE OF THE FOREGOING IS AN "INDEMNIFIED PARTY". The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

18. DEFAULT. If either Party shall default in the performance of any of its obligations, the non-defaulting Party or the City may send a written notice reasonably describing the default to the defaulting party. If the defaulting Party does not cure the default within (i) five (5) days following receipt of notice of a monetary default or (ii) thirty (30) days following receipt of notice of a non-monetary default, the non-defaulting Party or City may (a) terminate this Agreement effective upon the defaulting Party's receipt of written notice thereof from the non-defaulting Party or City and/or (b) pursue all other remedies that may be available at law or in equity. The remedies of the non-defaulting Party and City are cumulative, and no one of them shall be construed as exclusive of any other, or of any right or remedy allowed or provided by Law and not expressly waived in this Agreement.

19. NO WAIVER. Licensor's failure to enforce, or delay in the enforcement of, any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensee's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

20. ASSIGNMENT. No assignment or sublicensing of the Licensed Area, this Agreement or any part thereof, shall be made by Licensee without Licensor's prior written consent, which consent shall not be unreasonably withheld, and the consent of the City (as defined below).

21. RIGHT OF ENTRY. Licensor and its authorized agents and representatives and the City and its authorized agents and representatives may enter the Licensed Area at any time for any reasonable purpose, including, but not limited to, the right to inspect the Licensed Area to confirm compliance with the terms of this Agreement, the Easement, or any other reasonable purpose, to exhibit the Licensed Area to prospective purchasers, lenders or tenants, to post notices of non-responsibility, or to alter, improve, restore, rebuild or repair the Licensed Area or any other portion of the Parking Facility.



With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:  
Email:

As Third Party  
Beneficiary, a copy of all  
notices must be sent to  
the City:

City of Dublin  
100 Civic Plaza  
Dublin, CA 94568  
Attn: City Manager's Office  
Email: John.Stefanski@Dublin.ca.gov

(b) Any Party or Third Party Beneficiary hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other parties hereto.

25. ATTORNEYS' FEES. Should either Party or the Third Party Beneficiary employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach thereof, the non-prevailing party (such non-prevailing party being defined as that party receiving the lowest net damages in any single proceeding) in any final judgment agrees to pay to the prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith by the prevailing party.

26. RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee other than the relationship of licensor and licensee.

27. GOVERNING LAW AND VENUE. This Agreement shall be governed by, performed under and construed in accordance with the laws of the state of California, without giving effect to the conflict of law principles thereof. The venue shall be the County of Alameda.

28. COUNTERPARTS; ELECTRONIC TRANSMISSION. This Agreement may be signed in multiple counterparts each of which shall be deemed an original. A signed copy of this Agreement transmitted by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

29. EXHIBITS. The Exhibits attached hereto contain additional provisions of this Agreement and are incorporated herein by reference.

30. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No amendment to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Party hereto.

31. AUTHORITY. Each Party represents to the other Party that the person signing this Agreement on behalf of such Party has full authority to enter into this Agreement on behalf of that Party.

32. SEVERABILITY. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

33. BINDING EFFECT. The Parties intend that the terms, conditions, and provisions of this Agreement shall be legally binding upon and inure to the benefit of and be enforceable by each of the Party hereto and their respective successors and permitted assigns.

34. CONFIDENTIALITY. Except as otherwise provided herein, Licensee shall hold in confidence and not disclose to others, business or technical information disclosed to Licensee by Licensor or acquired by Licensee during the Term. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain through no fault of Licensee, or (ii) is required to be publicly disclosed under Law.

35. NO DISCRIMINATION. Licensee shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

36. OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

(a) Pursuant to United States Presidential Executive Order 13224 signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" ("Executive Order"), U.S. companies are required to ensure that they do not transact business with persons or entities determined to have committed, or to pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons ("List"), generated by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Person") are updated from time to time. If it is determined that Licensee is a Blocked Person, this Agreement shall be terminated. The provisions of this paragraph will survive termination of this Agreement.

(b) Licensee represents that, (i) neither Licensee nor any person or entity that directly owns 10% or greater equity interest in it nor any of its officers, directors, or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under the Executive Order, or other governmental action, and (ii) that throughout the Term of this Agreement, Licensee shall comply with the Executive Order.

37. ANTI-CORRUPTION.

- (a) Licensee hereby represents, warrants and covenants that:
- (i) Licensee and its affiliates and each of their respective officers, directors, employees, and agents (collectively, the "Licensee Representatives"), are now in compliance with the Anti-Corruption Laws (defined below). No action, suit or proceeding by or before any court, or government agency, authority or body, or any arbitrator or nongovernmental authority involving any Licensee Representative with respect to applicable Anti-Corruption Laws is pending, or to Licensee's knowledge, threatened.
  - (ii) No government is investigating or has in the past five (5) years conducted, initiated or threatened any investigation of Licensee or any of its owners, affiliates, partners, officers, directors or employees for alleged violation of Anti-Corruption Laws.
  - (iii) Licensee shall comply with all applicable Anti-Corruption Laws in connection with the performance of all duties and obligations relating to this Agreement.
  - (iv) Without limiting the foregoing, Licensee shall not cause or knowingly permit Licensor, Licensor's property manager or any Licensee Representative to, either directly or indirectly, pay, offer, promise or authorize a Prohibited Payment (defined below).
  - (v) In carrying out its responsibilities under this Agreement, Licensee will not provide any meals, gifts, gratuities, entertainment, or travel to any Government Official (defined below) without the prior written consent of Licensor.
  - (vi) Licensee shall immediately notify in writing Licensor and Licensor's property manager if Licensee becomes aware of facts or information which suggest a breach of the foregoing anti-corruption covenants or the Anti-Corruption Laws.
- (b) The breach by Licensee of any of its representations, warranties and/or covenants contained in this Section 37 shall constitute a material breach of this Agreement in addition to a default under Section 18.
- (c) In the event Licensor or Licensor's property manager has reason to believe that a breach of any of the representations, warranties or covenants in this Section 37 has occurred or will occur, Licensor may withhold further payments until such time as it is satisfied that no breach has occurred or will occur. Licensor shall not be liable to Licensee for any claim, losses or damages whatsoever related to its decision to withhold payments under this provision.
- (d) The provisions of this Section 37 and any warranties, representations or covenants made thereunder shall survive any expiration or earlier termination of this Agreement.
- (e) As used in this Agreement:
- (i) "Anti-Corruption Laws" shall mean all laws, rules, and regulations of any jurisdiction applicable to the relevant party concerning or related to bribery or corruption, including laws governing the bribery or corruption of domestic U.S. federal, state, or local Government Officials, non-U.S. Government Officials, and commercial bribery.

- (ii) "Government Official" shall mean any (i) official or employee of a U.S. or non-U.S. government body, department, agency, instrumentality, or government-controlled entity, or a public international organization; (ii) political party or official thereof, or candidate for political office; or (iii) person acting in an official capacity for or on behalf of any of the foregoing.
  
- (iii) "Prohibited Payment" shall mean any direct or indirect payment, offer, promise or authorization of money or anything of value, to a Government Official or to any other person (i) for the purpose of influencing any act by or decision of such Government Official or such person in order to obtain or retain business or to direct business to any person, or securing any improper advantage, or (ii) when such offer, payment, promise or authorization would be unlawful under applicable laws, including commercial bribery laws.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Party hereto have caused this Agreement to be executed effective as of the date set forth on the first page of this Agreement.

LICENSOR:  
DUBLIN CORPORATE CENTER OWNERS ASSOCIATION,  
a California nonprofit mutual benefit corporation

By: Hines Interests Limited Partnership,  
a Delaware limited partnership,  
as Authorized Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE:

\_\_\_\_\_,  
a

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

THE LICENSED AREA

## Exhibit B

### PARK AND RIDE RULES AND REGULATIONS

Licensee, Licensee's users and vendors shall faithfully observe and comply with the following Rules and Regulations. Licensor nor Licensor's agents or employees shall not be responsible to Licensee for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other licensee or occupants of the Park and Ride.

1. Use of the Parking Facility is at the Licensee or Licensee's user's own risk. Licensor/Manager will not be responsible or liable for any loss or damage to any vehicle or personal property left in the vehicle from fire, theft, collision or any other form of damage or loss occurring while the vehicle is at the Parking Facility.
2. Licensee users and vendors may enter and exit the Parking Facility using the designated Access Roads outlined in Exhibit A or as may be designated by Licensor/Manager.
3. Licensee and Licensee's users are to use designated parking spaces only. Vehicles parked outside of those designated parking spaces are subject to tow, fine, loss of privilege or other punitive measures.
4. All vehicles are to be properly parked within the lines indicating a single parking stall. Vehicles parked improperly or in grossly negligent manner are subject to tow, fine, loss of privilege or other punitive measures.
5. Extended storage of vehicles and/or sleeping in vehicles is not permitted. Vehicles left in the Parking Facility for longer than one week shall be considered abandoned and shall be subject to towing from the parking lot at vehicle owner's expense.
6. Parking Facility may not be used for automobile repairs, windshield replacements, car washing, barbeques, or parties.
7. Licensee, Licensee's users and vendors agrees to follow the instructions of Manager's personnel and/or posted signage.
8. Licensor/Manager reserves the right to exclude or expel from the Parking Facility any person who, in the judgement of the Licensor/Manager, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

Licensor/Manager reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Licensor/Manager's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Parking Facility and for the preservation of good order therein, as well as for the convenience of other licensees therein. Licensee shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its use of the Parking Facility. Licensor/Manager may waive any one or more of these Rules and Regulations for the benefit of any particular licenses, but no such waiver by Licensor/Manager shall be construed as a waiver of such

Rules and Regulations in favor of any other licensee, nor prevent the Licensor/Manager from thereafter enforcing any such Rules or Regulations against any or all Licensees of the Park and Ride.

Licensor/Manager shall not be responsible to Licensee or to any other person or entity for the non-observance or violation of these Rules and Regulations by any other licensee or other person or entity.